



John M. Pellegrino
Director

County of San Diego

Department of Purchasing and Contracting
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November 22, 2013

REQUEST FOR PROPOSALS (RFP) 6248 FULL SERVICE WATER FEATURE MAINTENANCE COUNTY ADMINISTRATION CENTER DEPARTMENT OF GENERAL SERVICES

The County of San Diego, on behalf of the Department of General Services (DGS), is seeking qualified Water Feature (Fountain) contractors to provide maintenance and repair services. The services shall be implemented in accordance with the County standards, terms, conditions, and methods set forward herein.

One contract will be awarded from this RFP. The contract period will be for an initial term of fifteen months (April 1, 2014 through June 30, 2015) with four one-year County options to extend, through June 30, 2019. The annual contract value is estimated at \$100,000 annually.

RFP CONTENT

This RFP package includes the following:

Transmittal Letter to Release the RFP

Section A

- Cover Page (PC600 Form)
- Representations and Certifications
- Price Proposal
- Firm DVBE Information

Section B – RFP Instructions

- Terms and Conditions
- Submittal Requirements & Evaluation Criteria
- Evaluation Factors

Section C – Contract

- Exhibit A – Statement of Work
- Exhibit A - Attachments 1-11
- Exhibit B – Insurance Requirements
- Exhibit C – Pricing Schedule (Final to be inserted at time of Award)

RFP DUE DATE

Submit one (1) original, four (4) copies of both Technical and Price Proposals to the County of San Diego Department of Purchasing and Contracting at the address stated in the letterhead above. Technical proposal and Price proposal shall be submitted in

separately sealed envelopes clearly marked on the exterior with "RFP 6248 FULL SERVICE WATER FEATURE MAINTENANCE – COUNTY ADMINISTRATION CENTER " (See RFP Submittal Requirements for details). Include the name and address of the Firm on the envelopes. Submit both envelopes prior to 3:00 PM, local time on January 22, 2014. Parking is limited, so be sure to deliver proposals early.

After evaluation of proposals, the County may request additional detailed elements of the proposals. These discussions will not constitute negotiations. Negotiations may be conducted at the discretion of the County. The County reserves the right to award a contract without discussions or negotiations.

Late submissions cannot be considered unless they are the only one received or there was mishandling on the part of the County of San Diego Purchasing and Contracting staff. Submittals must be received at the Purchasing and Contracting front counter by the identified date and time.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for this RFP at **10:00 am** on **Tuesday, December 17, 2013** at 5560 Overland Ave. **4th Floor**, San Diego CA 92123.

AWARD

This is a competitively negotiated procurement. The County reserves the right to award a contract without negotiation; therefore, Firms are strongly encouraged to submit their **best** proposal initially. The County reserves the right to award contracts to the Firm submitting the proposal determined to be most advantageous and in the County's best interest, price and other factors considered.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP must be requested in writing prior to **3:00 PM, January 8, 2013**. Questions received after this deadline will not be answered.

Questions must be submitted in writing by email:

kristen.hill@sdcounty.ca.gov

**REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION A – PC600 FORM**

**COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS
THIS IS NOT AN ORDER**

MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego, Department of Purchasing and Contracting
5560 Overland Avenue, Suite 270
San Diego, California 92123-1204

FOR INFORMATION, PLEASE EMAIL:

Proposals shall be ***received*** at the above address prior to 3:00 PM
LOCAL TIME JANUARY 22, 2013

kristen.hill@sdcounty.ca.gov

Kristen Hill, Procurement Contracting Officer

SUBMIT PROPOSALS IN SEPARATE SEALED ENVELOPES OR PACKAGES MARKED ON THE OUTSIDE WITH “RFP 6248 FULL SERVICE WATER FEATURE MAINTENANCE – COUNTY ADMINISTRATION CENTER ”AND THE FIRM’S NAME AND ADDRESS.

DESCRIPTION

The County of San Diego, on behalf of the Department of General Services (DGS), is seeking qualified Water Feature (Fountain) contractors to provide maintenance and repair services. The services shall be implemented in accordance with the County standards, terms, conditions, and methods set forward herein.

One contract will be awarded from this RFP. The contract period will be for an initial term of fifteen months (April 1, 2014 through June 30, 2015) with four one-year County options to extend, through June 30, 2019. The annual contract value is estimated at \$100,000 annually.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for this RFP at **10:00 am** on **Tuesday, December 17, 2013** at 5560 Overland Ave. **4th Floor**, San Diego CA 92123.

Please submit all questions by email to the Contracting Officer by 3:00 PM, January 8, 2013

TYPE OR USE BLACK INK TO COMPLETE THE FIRM INFORMATION BELOW

Firm hereby acknowledges receipt the RFP and Addenda Number 1 through [].

FIRM INFORMATION:

Firm Name:

Street:

City/State/Zip:

Phone No: ()

Fax No: ()

E-Mail Address:

AUTHORIZATION FOR OFFER (Must be signed):

By: _____

Signature

Offer Date

Name:

Title:

Contact Person: Name:
(If other than above)

Phone No: ()

FAX: ()

Title:

E-Mail Address:

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5560 Overland Avenue, Suite 270, San Diego, California 92123-1204 or by downloading from the department’s Web site “Buynet” at ***WWW.CO.SAN-DIEGO.CA.US***. It is the Firm’s responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

SUBMIT THIS COMPLETED FORM AS PAGE ONE OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION A – REPRESENTATIONS AND CERTIFICATIONS

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: _____

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____

Signature: _____

Title: _____

Date: _____

Company/Organization: _____

**REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION A – PRICE PROPOSAL**

INITIAL TERM PERIOD (4/1/2014 - 6/30/15)

<u>Item Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>		<u>Extended</u>
1	15	Mo	Preventive maintenance/repair Water Front Park Civic Fountain Equipment – County Admin. Center	_____	X15	_____

COUNTY OPTION 1 (7/1/15 - 6/30/16)

<u>Item Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>		<u>Extended</u>
1	12	Mo	Preventive maintenance/repair Water Front Park Civic Fountain Equipment – County Admin. Center	_____	X12	_____

COUNTY OPTION 2 (7/1/16 - 6/30/17)

<u>Item Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>		<u>Extended</u>
1	12	Mo	Preventive maintenance Water Front Park Civic Fountain Equipment – County Admin. Center	_____	X12	_____

COUNTY OPTION 3 (7/1/17 - 6/30/18)

<u>Item Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>		<u>Extended</u>
1	12	Mo	Preventive maintenance/repair Water Front Park Civic Fountain Equipment – County Admin. Center	_____	X12	_____

COUNTY OPTION 4 (7/1/18 to 6/30/19)

<u>Item Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>		<u>Extended</u>
1	12	Mo	Preventive maintenance/repair Water Front Park Civic Fountain Equipment – County Admin. Center	_____	X12	_____

TOTAL EXTENDED PRICE FOR INITIAL TERM AND OPTION YEARS _____

Additional Pricing

Hourly Rate \$_____

Overtime Hourly Rate \$_____

Parts Markup Over \$1000 _____%

Parts Markup Under \$1000 _____%

**REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION A – DVBE INFORMATION**

DATE: _____

ACTIVITY/PROJECT NO. _____

**COUNTY OF SAN DIEGO
BIDDER/FIRM DVBE INFORMATION**

PROJECT TITLE: _____

BIDDER/FIRM: _____

BIDDER/FIRM REPRESENTATIVE: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME OF CERTIFIED DVBE (PRIME, SUBCONTRACTOR, VENDOR) TO BE USED INCLUDING ADDRESS, TELEPHONE AND CERTIFICATION NUMBER.	DOLLAR AMOUNT TO BE PAID THIS DVBE
TOTAL DOLLARS TO CERTIFIED DVBE (PRIME./SUBCONTRACTOR/VENDOR)			\$

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE GOAL REQUIREMENT

***PARTICIPATION**

CALCULATION

or ESTABLISHED GOAL

Disabled Veterans	$\frac{\text{Total Amount to DVBE}}{\text{Total Bid/Offer}} \times 100 = \text{Percent of Utilization}$ $\text{_____} \times 100 = \text{_____}\%$	<p style="text-align: center;">3%</p> <p>*See DVBE information sections for details</p>
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Disabled Veteran Business Enterprise (DVBE) “Good Faith Effort” Package
For Services (Estimated by the County) to be between \$500,000 and \$1million

The DVBE Cover Sheet is to be attached for the required certified DVBE documentation of “Good Faith Effort” and must be submitted within two business days of bid opening, offer due date, or individual task order submittal; or the bid or offer may be deemed non-responsive.

Project Title: _____

Project/Activity No. : _____

Bid/Offer No.: _____

Bid/Offer Date: _____

Name of Contractor/Firm Submitting Bid/Offer:

Please check off the following to insure you have included them in your documentation:

____ Documentation of “Good Faith Effort” (pages 1 thru 3)

____ Attachment of Any Additional Supporting Documentation

DOCUMENTATION OF GOOD FAITH EFFORT
For Services (Estimated by the County) to be between \$500,000 and \$1million

A. List potential DVBEs that the bidder/firm solicited for participation in this contract along with dates.

<u>Certified DVBE Firm</u>	<u>Date of Contact (Mail, Fax, Telephone, etc.)</u>	<u>Responded (Yes/No)</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		

B. DVBE Solicitations

Solicitation Sample:

Bidder/Firm must attach a sample of the solicitation sent to certified DVBE firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

DOCUMENTATION OF GOOD FAITH EFFORT

For Services (Estimated by the County) to be between \$500,000 and \$1million

Identification of (1) all DVBEs who submitted bids or offers. (2) nature of work, supplies or services offered which are not accepted, (3) dollar amounts of the DVBEs bids/offers not accepted, (4) subcontractors and/or suppliers who will be used instead of the DVBEs, (5) dollar amounts of these subcontractors and/or suppliers' bids/offers, and (6) the reason for the bidder/firm not accepting the DVBE's bid/offer. Use additional sheets if necessary.

Name of DVBE (1)	Nature of Work (2)	DVBE Bids/Offer(\$) (3)	Subcontractor/ Supplier to be used (4)	Bid/Offer Amount Accepted (5)	Reason Not Accepted (6)

REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION B – TERMS AND CONDITIONS

1 RFP PROCESS

- 1.1 RFPs shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: Neither the County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Firms Inquiries and County Responses - All contacts from the firm related to this RFP or the firm's Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more firms. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Firms and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Department of Purchasing and Contracting will notify all Firms of the status of each Proposal, prior to posting the Notice of Intent to Award.
- 1.12 Below is the County's anticipated timeline for award of this contract:

Event Description	Target Date(s)	
RFP Issued	November 22, 2013	
Pre-Proposal Conference	December 17, 2013	
Final Deadline for questions due	January 8, 2014	
County issues answers to all questions	January 15, 2014	
Proposals due	January 22, 2014	
Source Selection Committee evaluates RFP's	January/February 2014	
Presentations	February 2014	
Source Selection Authority Approval	February 2014	
Notice of Intent to Award Published	February 2014	
Award Contract	February 2014	
Implementation Begins	March/April 2014	

2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5560 Overland Avenue, Ste.270, San Diego, CA, 92123-1204 or by downloading from the department's Web site "BuyNet" at <http://buynet.sdcountry.ca.gov/>. It is the Firm's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.
- 2.2 It is understood and agreed upon by the Firm in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award execution, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after contract execution is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Firms shall submit an original prior to the date and time specified. In addition the firm may be requested to submit additional copies; these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and ten (10) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the firm on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified the Proposal shall conform to the following format:
- 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.

- 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
- 2.5.3 Intentionally left blank.
- 2.5.4 A table of contents listing, by page number, and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
- 2.5.5 Completed Bidder/Firm DVBE Information – Submit in accordance with Item 23 listed below.
- 2.5.6 Completed DVBE “Good Faith Effort” Package – Submit in accordance with Item 23 listed below.
- 2.5.7 The proposal shall be in the required format with all forms, responses and attachments sequentially numbered to correspond to the applicable question or requirement.
- 2.5.8 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
- 2.5.9 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers, email addresses and names of contacts provided in the Proposal.
- 2.5.10 Original proposal, both hard copy and electronic, shall be in black ink on white paper with no shading. Copies are not limited to black and white, like the original, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.
- 2.5.11 Reserved (confidential/proprietary materials).

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP “Evaluation and Submittal Requirements” and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.2 The County reserves the right to request clarification and/or request additional information from Firms if necessary. Such clarifications and/or additional information shall be submitted by the Firms as an Addendum to the Proposal upon request of the Contracting Officer. However, since no additional input may be requested, Firms are advised to submit complete information in the Proposal.
- 3.3 The “Evaluation and Submittal Requirements” may authorize the use of Presentations and/or interviews as a method of presenting the firm proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Firms to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or interviews

would be to allow the Firms to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the Proposals will be evaluated by the SSC.

- 3.4 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contained in "Evaluation and Submittal Requirements."
- 3.5 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.6 Intentionally left blank.
- 3.7 Intentionally left blank.
- 3.8 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Firms found to be in the competitive range.
- 3.9 Best and Final Offer request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and final Offer responses and make an award recommendation to the SSA.
- 3.10 Upon Posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement to the Firm who's Proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent Firm. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 6 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 9. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.

7 INTERLOCKING DIRECTORATE In accordance with Board of Supervisors Policy A-79, if Firm is a non-profit as indicated on the Representations and Certifications form, paragraph 2 , Firm is required to identify any related for-profit subFirms in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Firm certifies he will not enter into a subcontract relationship with a related for-profit entity if Firm is a non-profit entity. If Firm is a non-profit and will be subcontracting with a related for-profit entity, Firm must list the entity(ies) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisor.

8 UNNECESSARILY ELABORATE INFORMATION Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.

9 COUNTY COMMITMENT

9.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

9.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

9.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.

9.4 The County reserves the right to terminate this RFP at anytime prior to contract execution.

9.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

10 LATE, MODIFIED, OR WITHDRAWN PROPOSAL

10.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or

10.1.2 It is the only Proposal received.

10.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final offer," is subject to the same conditions as the initial submission.

10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Firm or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award a contract.

11 NON-CONFORMING SUBMISSIONS Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.

12 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS Before submitting a Proposal, Firms shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

13 DUTY TO INQUIRE Should an Firm find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Firm be in doubt as to their meaning, the Firm shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Firms responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

14 EXPLANATION TO FIRMS Any explanation desired by an Firm regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Firms' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Firms through posting on Buynet in the form of an addendum to the solicitation. No response will be provided to questions received after the date stated in the Cover Letter.

15 PROTEST PROCEDURE County policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.

All protests shall be made in writing, and shall be filed with the Contracting Office identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five business days after a notice of Intent to award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon on the day before the Board of Supervisors is scheduled to consider the matter.

Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcounty.ca.gov/> under the Clerk of the Board's page.

- 16 DEBRIEF AND REVIEW OF CONTRACT FILES** When an Firm has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Firm may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).

After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.

- 17 NEWS RELEASES** Firms shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.

- 18 CLAIMS AGAINST THE COUNTY** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

- 19 EMPLOYMENT FIRMS** Until contract award, Firms shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Firm, its affiliates, actual or prospective Firms, or any person acting in concert with the Firm, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Firm of a County employee who has initiated contact with the Firm.

- 20 TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.

- 21 CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662** In compliance with California Revenue and Taxation code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>
http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml
http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml
http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml
http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

If selected for award, the Firm is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

22 W-9 FORM If selected for award, the Firm must complete and submit a W-9 form if a current form is not on file with the County.

23 DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION

The County, as a matter of policy, encourages the participation of Disabled Veterans Business Enterprises (DVBE). County of San Diego, Board of Supervisors DVBE policy B-39a is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. Information concerning California State Certified DVBE sources or programs may be found at <http://www.pd.dgs.ca.gov>. County DVBE policy requirements shall prevail over the State of California DVBE program requirements.

Board Policy B-39a further requires a DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also known as As-Needed Services Contracts), the 3% participation will be applied to the value of each individual task order. For purposes of clarification, each individual task order is considered a Service contract for purposes of DVBE requirements.

For all service procurements, DVBE documentation shall be submitted within two (2) business days of offer submittal. In the case of indefinite delivery/indefinite quantity Service contracts, DVBE documentation shall be submitted with the response to each individual task order. DVBE documentation, which includes the Contract Award Documentation (CAD) Form, Bidder DVBE Information Form, and the “Good Faith Effort” Package, is contained within this solicitation.

Failure to provide evidence of a good-faith effort to comply with the 3% DVBE participation may be deemed non-responsive and may not be considered for contract award.

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REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION B – SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. COPIES AND GENERAL INSTRUCTIONS

- 1.1 Submit an original and four (4) copies of both the Technical and Price Proposals. The Technical Proposal and Price Proposal shall be submitted in separately sealed envelopes. Proposals shall not include sections and/or documents that are shaded, i.e. charts, tables, etc., pages with colors, colored fonts, or printed on colored paper, and documents that contain color or black and white photos.
- 1.2 Submit **separately bound technical and price proposals.** Technical and Price proposals shall be submitted in separate sealed envelope. **No price data are to be included in Technical Proposals.** Technical Proposals shall be examined prior to review and price information will be removed or the County may declare a proposal non-responsive because of the inclusion of price data in the Technical Proposal and thus eliminate it from further evaluation.
- 1.3 Narrative description shall be limited to forty (40) pages, plus any required forms, tables, work samples and resumes. The page limit excludes all mandatory submittal requirements including the proposal. Samples, literature and other materials may be submitted as appendices. Firms are cautioned that evaluations may be made on the basis of the Technical Proposals alone and that the County is under no obligation to consider these added materials. Therefore it is a good practice in the narrative to describe the purpose of any information in the separately bound volumes.
- 1.4 Each proposal shall have sufficient level of detail to enable the County to complete a thorough evaluation of the proposal's compliance with County requirements. The proposal should be specific, detailed, and complete and clearly and fully demonstrate that the Firm has a thorough understanding of County requirements and the knowledge necessary to meet the requirements. Although all the elements of the proposal cannot be detailed in advance, the proposal shall be sufficiently specific to show **HOW** the Firm will comply with applicable requirements. Statements to the effect that the Firm understands can or will comply with the specifications, and statements paraphrasing (or parroting) the specifications or parts thereof are considered inadequate. Phrases such as "standard procedures will be employed" or "well-known techniques will be used" do not provide any indication of Firm's ability to perform the required work. Any previously submitted data will not be considered. Evaluators can only consider the written proposal submitted with your explanation of how you will accomplish the required work and how your previous experience relates to the requirements of this RFP.

2. PROPOSAL(S) SHALL BE SUBMITTED IN THE FOLLOWING ORDER:

- 2.1 A completed and signed PC 600 Form shall be submitted as the cover of the proposal.
- 2.2 A completed and signed Representations and Certifications form shall be submitted as the second page of the Proposal.
- 2.3 A table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
- 2.4 A completed Price Proposal pkg. **Submitted in a separately sealed envelope.**

Submit the following documents in accordance with Item 23 of Section B – Terms and Conditions:

2.5 Completed Bidder/Firm DVBE Information;

2.6 Completed DVBE “Good Faith Effort” Package

3. PROPOSAL SHALL INCLUDE:

3.1 Program Description

Provide a program description, in 40 pages or less, outlining the proposed program and services and explaining how the requirements of Section C Exhibit A – Statement of Work (SOW) will be met. Focus on the methods and procedures that the Firm will use to meet the key requirements specified in Exhibit A

Organize your description by section in the order described in Exhibit A, as follows (unlisted sections need not be addressed):

Overview – Include scope of proposal being bid. Provide general approach to providing full service for the Water Feature/ Fountain as required in the SOW.

- 3.1.1 Meeting General Requirements – Type of service proposed and how it will work. Include proposals for preventive maintenance, equipment repair, response time, and replacement parts. Include any suggested enhancements to the SOW.
- 3.1.2 Meeting Service Requirement – How service requirements will be met for each piece of equipment. Proposal must include maintenance frequencies, an emergency repair plan, and spare parts plan.
- 3.1.3 Providing sufficient supervision and maintenance staff – How will you staff; describe staffing plan; and day to day presence/schedule.
- 3.1.4 Training – Training to assist County personnel in use and operation of equipment. Including best practices for cleaning and daily maintenance, including water testing.
- 3.1.5 Providing required additional services including emergency service.
- 3.1.6 Statements, reports, logs, and data collection – What statement and reports will be provided, and what data will be collected.

3.2 Quality and Performance Management. Describe Offeror’s internal quality and performance systems that will ensure achievement of program objectives, standards, and compliance with all regulatory and legal requirements. If subcontractors are utilized how will they be evaluated?

3.3 Implementation Plan. Provide an action plan for contract implementation, showing the proposed schedule of events and actions leading up to a fully functional maintenance/repair service, assuming a service effective date of 04/01/2014.

3.4 Experience, Proposed Organization, Management and Staffing

3.4.1 Offeror's Resume. Provide a resume of Offeror's experience within the last five years for the proposed services described in Exhibit A "Statement of Work." Include Offeror's knowledge and experience in providing similar services to a comparable Government Agency or private entity with requirements for a water feature (fountain) of similar complexity and/or size.

3.4.2 Confirmation Letter from a surety firm, acceptable to the County, that the company can obtain the performance bond equal to one hundred percent of the contract amount for each contract year within (8) working days after notice is received from the County that the contract has been awarded. Include a certificate of insurance confirming that the company has coverage equal to or above amounts specified in the insurance requirements in Section C Exhibit B Insurance Requirements.

3.4.3 References. Provide a minimum of three (3) references for the Offeror's most relevant services. Each reference should be summarized in no more than one page and should include the following:

3.4.3.1 A summary narrative of the applicable services provided by Offeror for the reference organization, objectives, and results. Explain how the experience gained could be beneficially applied to this program.

3.4.3.2 Reference organization's name and purpose.

3.4.3.3 Reference organization's address, phone, email total contract cost, contract term.

3.4.3.4 Contact person(s) representing the reference organization, title, phone and fax numbers, and e-mail address. The reference contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.

3.4.3.5 After verifying the references, if more than two negative references from outside the County or one negative reference from a County of San Diego Contracting Officers Technical Representative, the offer will be disqualified.

3.4.4 Organization and Staffing

3.4.4.1 Staffing Charts.

3.4.4.1.1 Staffing Chart. Provide a staffing chart that describes the Offeror's staff positions and reporting responsibility as it would relate to this contract.

3.4.4.1.2 Provide a narrative description that explains how the proposed staffing as reflected in the staffing chart will be adequate to meet the minimum requirements of Section C Exhibit A – Statement of Work.

3.4.4.2 Job Descriptions. Provide a job description for all program staff positions specific to this contract, including administrative, support and direct service staff by title, duties/responsibilities, positions supervised, minimum requirements for

employment (skills, education, experience, licenses, certifications, etc.), title of direct supervisor.

3.4.4.3 Training. Provide a training plan for staff including initial training, safety training, and orientation, continuing education, course descriptions and hours per staff.

3.4.4.4 Litigation. State all lawsuits, litigation and regulatory actions in which Offeror or other principals thereof have been involved in the last five (5) years. Provide a brief explanation of the reasons for the actions, their status, how they were resolved, and if there were any penalties, fines or other actions taken.

3.5 Pricing

3.5.1 Pricing Schedule. The County is requesting pricing schedule and other information for a fixed price contract (Exhibit C). The County is committed to obtaining optimal cost efficiency for the County, i.e.; lowest overall price/best technical proposal for the highest overall performance. The County, therefore, reserves the right to award contracts based, among other factors, on best value to the County.

3.6 Fiscal Management.

3.6.1 Financial Statements. Provide documentation that Offeror has sufficient operating capital or line of credit for operational expenses to support and sustain the proposed service for a minimum of ninety days. Include a complete set of financial statements for the last two fiscal years and quarterly statements for the current fiscal year including the information described below :

3.6.1.1 Balance sheets.

3.6.1.2 Income statements.

3.6.1.3 Statement of Cash Flow.

3.6.2 The County will not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Price Proposal. Such costs should not be included in the proposal. The first page of the Price Proposal should include the following information:

Duplicate of Form 600

**REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION B – EVALUATION FACTORS**

The evaluation criteria listed below are considered of importance, in descending order. The criteria are by paragraph, not subparagraphs, and will be weighted in the evaluation of the firm's written proposals. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. All requirements are considered necessary for evaluation. A firm must, therefore, be acceptable in all areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement.

To assist in clearly describing how the work specified in the Statement of Work will be accomplished, samples, literature, Program Description Attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted as appendices to the proposal. However, all appendices must be in a separately bound volume(s). It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that tells the evaluator what items they should look for in the extra volume(s) and the purpose for each particular inclusion. **Firms are cautioned that evaluations may be made solely on the information provided in the proposal and without review of the appendices.**

Program Description: This evaluation will be based on information submitted in accordance with the RFP Submittal Requirements. The program description should be specific about the service plan, how it will work, and the scope of the coverage. Specific proposals for preventive maintenance, equipment repair, response time, and replacement parts are required. It will also be evaluated for inclusion of an overview, how requirements will be met, staffing, training, and supervision. The implementation plan should explain how service will be initiated to allow for a smooth transition to coverage per the Scope of Work requirements, and how quality of performance will be managed.

Experience, Proposed Organization, Management and Staffing: The proposal will be evaluated as to its completeness and clarity in demonstrating your organization's (including subcontractor(s), if any) experience with providing similar services to the services outlined in this RFP. Therefore, your proposal must detail experience that specifically applies to the Statement of Work and is in accordance with RFP Submittal Requirements. The breadth and depth of your organization's experience in the performance of comparable services will be evaluated. Include resumes of key people you propose to use for the completion of this activity and a personnel flow chart. Be sure to provide complete information on references.

Inclusion of a surety letter for performance bond, and proof of insurance will be evaluation factors. Training plan and litigation statement will also be considered as important evaluation information.

Pricing: Price will be evaluated for best overall value to the County.

Fiscal Management: The proposal will be evaluated as to its completeness in demonstrating the fiscal soundness of your organization to complete the conditions and terms of the Statement of Work and successfully operate through the term periods of the contract.

**REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C – CONTRACT**

This Agreement (“Agreement”) is made and entered into on the date shown on the signature page (“Effective Date”) by and between the County of San Diego, a political subdivision of the State of California (“County”) and Contractor [enter full corporate title, describe company, located at (complete address)] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of Purchasing and Contracting is authorized to award this Contract for full service water feature maintenance – County Administration Center.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this Agreement, Exhibit A Statement of Work, Exhibit A-1 Contractor’s Proposal, Exhibit B Insurance Requirements and Exhibit C, Pricing Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th), Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1, below, “Termination for Default”, if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor’s expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees or subcontractors; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract which is in excess of five thousand dollars (\$5,000) or a combination of subcontracts to the same individual or firm for the Agreement period must have prior concurrence of the Contracting Officer Representative. Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

ARTICLE 2

SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property, which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition.

ARTICLE 3

DISENTANGLEMENT

- 3.1 General Obligations
Contractor shall accomplish a complete transition of the Services being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming

responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All services related to Disentanglement shall be performed by Contractor at no additional cost to County beyond what County would pay for the services absent the performance of the Disentanglement services. Contractor's obligation to provide the Services shall not cease until the Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services, pending their assignment to County.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Services to County, other than those assets expressly identified by the Parties from time to time as Shared Resources, such Contractor assets as County may select. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any Losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all

copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

ARTICLE 4 **COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing.

- 4.1.1 **General Principles.** Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.
- 4.1.2 **Invoices.** Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.9 of this Agreement.
- 4.1.3 **Payments.** County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement.

4.3 Prompt Payment for Vendors and Subcontractors

4.3.1 Prompt payment for vendors and subcontractors.

- 4.3.1.1 Unless otherwise set forth in this Paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.3.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.3.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.3.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

- 4.3.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld;
- 4.3.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.3.2.1 of this

Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

- 4.3.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.3.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.3.2.13 of this Agreement and shall follow Paragraph 4.3.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.3.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.4 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.4.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.4.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.4.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.5 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.7 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.8 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to

this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")

5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.

5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.

5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6 **CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7 **SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.3 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.3.2 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.3.3 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.3.4 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.3.5 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.3.5.1 Improperly submitted claims, or
- 7.3.5.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.3.5.3 Any breach of any term or condition of the Agreement, or
- 7.3.5.4 Any actions under any warranty, express or implied, or
- 7.3.5.5 Any claim of professional negligence, or
- 7.3.5.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.4 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 7.5 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated

herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

- 8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

8.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:

8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

8.5.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

- 8.6 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: []

Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.

- 8.7 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

- 8.8 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any

Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

- 8.9 Debarment and Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 8.9.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.9.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.10 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.10.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
 - 8.10.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcountry.ca.gov/cao/oia.html>
 - 8.10.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
 - 8.10.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
 - 8.10.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.11 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information in may be found at www.cosdcompliance.org

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Privileged Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
 - 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

- 9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

ARTICLE 10

INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11

AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12

INSPECTION OF SERVICE

- 12.1 Subject to Inspection All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.

ARTICLE 14
RESERVED

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with

- any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits: All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances: Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law: This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings: The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification: Waiver Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement: The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this 1st day of April 2014 (“Effective Date”) and end on June 30, 2015 (“Initial Term”) period of fifteen (15) months.

OPTION TO EXTEND. The County’s option to extend is for four (4) increments of one (1) year each for a total of five (5) years beyond the execution of the Initial Term, not to exceed June 30, 2019, pursuant to Exhibit A Statement of Work and Exhibit C Pricing Schedule. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to renew the Agreement. All contract documents required to continue contract services shall be submitted to the County at time of any and all option renewal(s).

Options To Extend for One to Six Additional months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. The County will notify Contractor in writing, not less than 15 days prior to the expiration date of the contract term that they intend to extend the Agreement.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum of XXXXX (\$XXXX) for the initial term of this Agreement and XXXXX (\$XXXXX) for each of the XXX one year option periods, for a maximum Agreement amount of _____ (\$XXXX), in accordance with the method of payment stipulated in Article 4.

COR. The County has designated the following individual as the Contracting Officer’s Representative (“COR”)

Name and Title
Address
Address
Phone, FAX and email

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
Name and Title

Date: _____

Date: _____

REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK

1.0 OVERVIEW:

The County of San Diego is submitting a Request for Proposal (RFP) for a full service maintenance contract. The RFP seeks a provider of Water Feature/Fountain Maintenance at the County of San Diego Administration Center. The Civic Fountain is composed of two fountain pools. The North Pool is approximately 489' long x 37' wide, and is divided into four (4) basins, with three (3) bridges in between. The South Pool is approximately 343' long x 37' wide, and is divided into three (3) basins, with two (2) bridges in between. Each basin is segmented into sectional slot drains that empty into a common 10" wide collector trench below the seating terrace. The North Pool has 18 jets and the South Pool has 13 jets. The jets spray a 3" diameter frothy arched spray approximately 13' high. All water is recirculated via jet display pumps and a filtration pump, and is held by a common 69,000 gallon reservoir/balance tank for both pools, so no water is lost at shutdown. Water is initially filled through the municipal water supply and replenished from ongoing evaporative and other losses via a water softening system. The water level is monitored and automatically adjusted for various modes of operation. Excess water is removed from the reservoir through a 6" overflow to sewer. Low water levels are interfaced with solenoid fill systems to add water to the tank as required. Pumps will be automatically shut off and an alarm will be sent out to alert the monitoring system if low water levels are surpassed. Water treatment systems are automated to measure and control bromine sanitizer, water pH and UV sterilization. The data logger regularly records water quality, which will require manual testing on a daily basis. All pumps have UV sterilizers that treat the entire flow of water through the pumps. Safeties and alarms are in place to shut down pump systems if water quality is outside acceptable parameters.

There are five (5) operational modes to the Civic Fountain:

- **Reflecting Pool Mode:** Consists of large shallow reflecting pools in each basin that have water introduced from supply end, and drain over a weir at outflow end. Water is supplied from filtration systems. Jets are off. 10" wash-down trench drain is closed.
- **Jet Mode:** Jets are on, and 10" wash-down trench (to 12" motorized drain valve) is open. Water depth is minimal surrounding jet impact zones. No water overflows the weir into outflow drains.
- **Full Feature Mode:** Both reflecting pools are filled and all jets are on. 10" wash-down trench (to 12" motorized drain valve) is closed. With all pumps operating, pools reach a maximum depth of 1.5". Estimated operating water depth overflow to collector gutter is approximately 7/8".
- **Off Mode:** All jets are shut off and pools are empty. 10" wash-down trench (to 12" motorized drain valve) is open. Filtration system filters water in reservoir only.
- **Wash-down Mode:** All jets are shut off and pools are empty. Filtration system filters water in reservoir only. 10" wash-down trench (to 12" motorized drain valve) is open. Close 12" manual drain valve upstream of debris basket sump. Open adjacent upstream bypass 4" valve to sanitary. Connect wash-down hose to adjacent quick coupler to wash down pool basins.
- See Attachments 1- 11 for additional information from the park consultant's recommendations and project information

The contract shall cover all equipment and controls associated with the fountain water feature system beginning at the backflow.

2.0 PREVENTIVE MAINTENANCE

The Contractor will provide a full maintenance program, for the equipment listed in Exhibit A. This program is designed to minimize equipment failures, extend the useful life of equipment, reduce cost, and ensure safe operation and full functionality of the equipment. The maintenance of the equipment can be performed by the Contractor or a third party company if the Contractor is not qualified, trained, or licensed to do the required work. If a third party company is used, the Contractor will act as the agent of the County and assume responsibility for the completion of the maintenance. Preventive maintenance and repairs performed by the Contractor or third party company must ensure compliance with all regulatory agency requirements, recommended standards, manufacturer's specifications, and manufacturer recommended maintenance. Contractor will provide all labor, supervision, parts/supplies, materials, transportation and equipment to properly perform full preventive maintenance on equipment listed in Exhibit A, **Please include proposed PM schedules. (Schedules could require adjustments to meet with County requirements) Note: water treatment and cleaning of the fountains are to be included in this scheduled maintenance program. See: Suggested maintenance task list, diagram and prints Section C Attachments 1 and 11.**

3.0 EQUIPMENT REPAIR

The contractor will provide an equipment repair program which will return equipment to standard operational condition. The repairs of the equipment can be performed by the Contractor or a third party company if the Contractor is not qualified, trained or licensed to do the required work. If a third party company is used the Contractor will act as the agent of the County and assume responsibility for the completion of the repair. Repairs performed by the Contractor or third party company must ensure compliance with all regulatory agency requirements, recommended standards, and manufacturer's specifications. Contractor will provide all labor, supervision, parts/supplies, materials, transportation and equipment to properly perform repairs on equipment listed in Exhibit A. All repairs will require approval from the County before work is performed.

3.2 Contractor shall inform the county's representative of any needed repairs not included under this contract prior to commencing work. No work shall be performed without approval of the Building Maintenance Supervisor (BMS) for the site.

3.3 Repairs not included under this contract (not listed in Exhibit A) shall be billed at the labor rate on the Payment Schedule and material as specified within the pricing schedule with limits as specified in section 5.1. County of San Diego will use task orders (services task order form attached) for all additional work to be performed under this contract. All work is subject to terms and conditions set forth in the contract. Form shall be completed and signed prior to performance of all task orders. Individual task orders cannot exceed \$25,000. Task orders cannot be combined with other contracts or task orders for materials, labor, service etc. if the total individual cost will exceed \$25,000. All work under this contract shall be limited to as needed parts, materials, and labor only. Examples of work not allowed under this contract are work done as part of, or associated with alteration or repair of County facilities; work done as part of or associated with other construction projects; any work not included in the contract's scope of work, etc.

4.0 RESPONSE TIME

Contractor's proposal shall include a guaranteed response time for emergency and non-emergency repair requests. At a minimum a 30 minute response via telephone and a physical response within 2 hours is required.

5.0 REPLACEMENT PARTS

Replacement Parts: Contractor will provide a replacement parts program describing the Contractor's ability to obtain all necessary parts, in a timely manner. Describe the circumstances in which Contractor proposes to utilize aftermarket parts. The Contractor will provide an onsite or in town spare parts inventory of commonly used items or single points of failure. The contractor will be responsible for disposal of hazardous materials, and will provide a copy of all hazmat manifests to the Building Maintenance Supervisor.

5.1 Contractor shall provide all parts not covered under this contract at a price no more than 20% over cost for items up to \$1,000 and no more than 15% over cost for items over \$1,000. Mark up percentages will be established on the pricing schedule. Contractor will provide copies of invoices to the County of San Diego. The County will have the option to shop for best value.

5.2 The contractor shall provide only genuine parts used by the manufacturers of the equipment for replacement or repair. Equivalent parts may be used if pre-approved in writing by the County. Parts requiring repair shall be rebuilt to a "like new" condition. No parts or equipment may be permanently removed from the job site without written pre-approval of the County. This does not include parts or equipment stocked on the job by the contractor, which shall remain the property of the contractor.

6.0 RESPONSIBILITY FOR DAMAGE

6.1 The Contractor shall repair and restore to its original condition all County property damaged by contractor's operations at no cost to the County.

6.2 Contractor shall be responsible for damages caused by his/her staff to personal property of all County employees.

6.3 All materials, supplies and equipment used by the Contractor shall be suitable for the job and not harmful to the systems in which such materials and supplies are used.

7.0 WORKING HOURS

Working hours shall include adequate time to effectively maintain the Civic Fountain. The Contractor must schedule all work in advance with the Building Maintenance Supervisor or the County Officer's Technical Representative (C.O.T.R) prior to arrival at the work site.

8.0 FOUNTAIN SYSTEMS UNDER GUARANTEE OR WARRANTY BY OTHERS.

Contractor shall be responsible for fully maintaining all equipment, under this contract, whether or not the systems and equipment are under guarantee or warranty by others. The contractor shall coordinate all work to be performed by others under such guarantee or warranties, but shall have overall responsibility to ensure that the work is completed expeditiously, whether by his own forces or by the guarantor or warrantor. Unresponsiveness by the guarantor or warrantor shall not relieve the Contractor of his responsibility to diligently perform or complete the work under this contract, and shall not be grounds for additional monies to be paid to the Contractor for performing work and providing material covered by a guarantor or warrantor.

9.0 SAFETY

9.1 The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202, General Industry Safety Orders

9.1.1 Such orders required employers to establish, implement, and maintain an effective injury and illness preventive program (IIPP).

9.1.2 The Contractor's IIPP must be submitted in typed format within 14 days of the contract start date.

9.1.3 Contractor working in designated County facilities must have asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance staff as set forth in Code 40 of the Federal Regulations (CFR) 763.92(a)(1). Documentation that the Contractor's staff has received such training must be received by the C.O.T.R. within 14 days of contract start date.

9.1.4 The Contractor's Staff shall not place or use any equipment in traffic areas or other locations in any manner that would create safety hazards.

9.1.5 The Contractor will insure the work area is kept clean and free of debris as necessary to maintain a safe working environment for staff, public, and employees.

9.1.6 General requirements (manufacturer's recommendations.) shall be complied with for all products and all methods used in carrying out this contract.

9.1.7 All servicing equipment shall be properly maintained as to promote safety.

10.0 . PAYMENT REDUCTION

10.1 Failure to comply with the terms and conditions identified herein will result in a payment reduction (amount of payment reduction to be determined at the sole discretion of the C.O.T.R.) and may result in a Cure Notice.

10.2 CURE NOTICE

10.2.1 A Cure Notice is an official notice to the vendor that the services being provided are unacceptable and that by a specific date these services are to be made acceptable.

10.2.2 Failure to cure the unacceptable service by the time specified will result in the termination of the contract for default.

10.3 TEMPORARY NON-PERFORMANCE

10.3.1 If the Contractor is temporarily unable to perform the work as required, the County, during the period of the Contractor's nonperformance, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the contract price.

11.0 INVOICING AND PAYMENT

11.1 For services satisfactory rendered, and upon receipt and approval of the invoice and service report, the County agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Contractor's bid. **Invoices will not be paid if not accompanied by a service report.**

11.2 Invoices and service reports shall include the contract RFP number, the Purchase Order number, type of service, date of service, location of service, and signature of Building Maintenance Supervisor or his designated representative certifying indicated services were performed, submit invoices and service reports to:

**COUNTY OF SAN DIEGO
DEPARTMENT OF GENERAL SERVICES
ATTN: FACILITIES SERVICES CONTRACTS OFFICE
5560 OVERLAND AVENUE, Suite 410
SAN DIEGO, CA 92123**

11.3 Invoices not received by the County within 90 days after the end of the month in which costs were incurred may be disallowed in their entirety.

12.0 WAGE REQUIREMENTS

Work to be performed by Contractor in accordance with this contract may be a "public work" under Labor Code 1720, et seq. If Consultant will receive federal funds, this Contract may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC 3141 et seq., and other federal laws. It is sole responsibility of consultant to ensure that all workers who perform work pursuant to this Contract are paid the correct rate of prevailing wages. When working on a federally funded project, Consultant shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, Building 11, County Operations Center, 5555 Overland Avenue, Suite 1111, San Diego, Ca 92123, and are available from Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rate are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portion of the work to be performed by Contractor may be subject to the payment of the State and Federal prevailing wages, certain requirements must be included in this Contract. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 1) If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;

2) Contractor shall maintain and make available payroll and worker records in accordance with Labor Code 1776 and 1812;

3) If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code 1777.5;

4) Contractor is aware of the limitation imposed on overtime work by Labor Code 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code 1813 for failing to pay required overtime wages;

5) Contractor shall be bound by each of the stipulations set forth at 40 USC 3142(c), including the obligations to pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; ii) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and iii) agree that there may be withheld 6) In accordance with 40 USC 3143, all or part of this Contract may be terminated for failure to pay the required prevailing rate of wages.

13.0 BOND REQUIREMENTS

13.1 The successful contractor will provide to the County a Performance Bond and Payment Bond in a sum for each equal to one hundred percent for and at each contract year (initial term and for each County renewal option), with surety satisfactory to the County, prior to execution of the contract and prior to exercising any County renewal option. The cost of providing the bond shall be considered as included in the price for the various item(s) and no additional compensation will be allowed therefore. If the contractor fails to provide the bonds within the time specified, the County may, at its option, determine that the contractor is in default and terminate the contract.

14. SECURITY (DGS SECURITY POLICY)

A. PURPOSE/RESPONSIBILITY:

Security is a top priority for the County of San Diego. As such, contract service providers are required to fully comply with the security requirements as outlined within their respective service agreements. Failure to do so is considered a breach of security and may result in the termination for default.

All persons performing duties under an existing service contract must be acceptable to the County. This includes all contractor employees and others who might have access to County facilities without the supervision of a County employee.

The contractor and associated staff shall complete a security screening by the Sheriff's Department (Background Division), California Department of Justice and the Federal Bureau of Investigation before being issued an identification (ID)/access badge permitting independent entry into County facilities.

B. PROCEDURES:

1. Background Investigations

- a. Background checks are required for all contract employees before access will be permitted to County facilities/property.

- b. Contractors shall submit a complete background check package for all employees (including sub-contractors) identified to deliver contract services at any County facility. Background check packages must be submitted to the Department of General Services (DGS) Office of Security Services located at the County Operations Center. The contractor is advised to keep copies of all applications/background check packages submitted to the DGS Office of Security Services.
- c. Incomplete packages will not be accepted. A typical background package includes:
 - (1) A complete signed Security Clearance Request Form
 - (2) A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract
 - (3) A clean, valid, and legible copy of a Driver's license, or State-issued Identification Card
 - (4) For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture identification
 - (5) For contract employees requesting electronic access authorization: a complete Access Registration Form
- d. Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: Sheriff, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.
- e. In addition to the background package, contractors must complete a Livescan application. Contractors shall obtain a Livescan application from the DGS Office of Security Services. The contractor shall be provided information on various Livescan locations and fees. A fee is required by the Department of Justice and collected by the Livescan operator.
- f. Background checks generally take 4-6weeks to process. The DGS Office of Security Services will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the DGS Office of Security Services will make contact and request that contractor employees come to the office to have their photo taken and ID badge issued.
- g. Background checks for contract employees will be valid for the duration of the respective contract and must be renewed prior to the initiation of subsequent or follow-on contracts. "As Required" contract support staff must renew their respective background checks, at a minimum, every four (4) years.

2. Identification (ID) Badging

- a. ID badges will only be issued to applicants successfully completing the background investigation process. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete.
- b. Contractors shall submit payment for each employee identification badge via one check, covering the cost for all employees, and payable to: Department of General Services, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.
- c. DGS shall take pictures for service contract staff or pictures may be provided on a digital disk. If supplied by the contractor, the pictures must be saved as "Last Name, First Name". Additionally, the pictures must be in a JPG/JPEG file format.
- d. County issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for

the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County issued ID Badges are for the exclusive use of the individual named and pictured on the badge.

- e. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The contractor is responsible for collecting the ID badges and turning them in to the County project manager or the DGS Office of Security Services when a contract ends or when an employee leaves employment. The contractor assumes all responsibility for their employee's use of and the return of the County ID badges. The contractor shall be assessed one hundred dollars (\$100.00) for each badge not returned. At the expiration and/or termination of an associated contract, final payment shall be withheld until all ID badges are accounted for.
- f. ID badges will only be issued to the specific individual cleared via the required background screening process. The cleared individual will need to present themselves in person with a valid copy of a Driver's license or State-issued Identification Card to receive their ID badge.
- g. All contractors shall prepare a written policy on use of County ID badges for County approval and shall provide periodic policy training to employees.

3. Additional Information

- a. DGS Office of Security Services staff shall promptly submit all Security Clearance request information to the Sheriff's Background Division, California Department of Justice, and the Federal Bureau of Investigation for processing.
- b. Requests for access to Justice related facilities (Courts, Detentions, Sheriff Stations, etc.): ID badges shall not be issued to a contractor without a qualifying recommendation from the Sheriff's Background Division. For Justice related facilities, previous arrest and/or criminal convictions will normally lead to a non-qualifying recommendation and subsequent denial of an ID/Access badge.
- c. Requests for access to all other County facilities: ID badges may be issued to contract personnel with previous legal issues providing the documented activity does not conflict with County business necessity. With respect to criminal convictions, three factors will be considered in determining whether a conflict with County business necessity exists:
 - (1) The nature and gravity of the offense(s) for which the applicant was convicted
 - (2) The time passed since conviction and/or completion of sentence
 - (3) The nature of the contract service to be provided

When required, business necessity determinations shall be made by either the DGS Office of Security Services or the designated representative of the County client department overseeing the execution of identified contract services. Note: An amended disposition of conviction (expunged) shall not be treated differently than a non-amended disposition (non-expunged) for purposes of business necessity determinations.

- d. Reasons for a non-qualifying recommendation (and denial of an ID/Access badge) may include, but are not limited to, the following:
 - 1) Felony convictions
 - 2) Conviction for crimes of moral turpitude (prostitution, sex offenses, etc.)
 - 3) Exhibiting patterns of criminal behavior
 - 4) Exhibiting patterns of anti-social behavior
 - 5) Convictions for illegal immigrant smuggling
 - 6) Unresolved warrants or investigations
 - 7) Receipt of subsequent arrest notices after the issuance of an ID badge

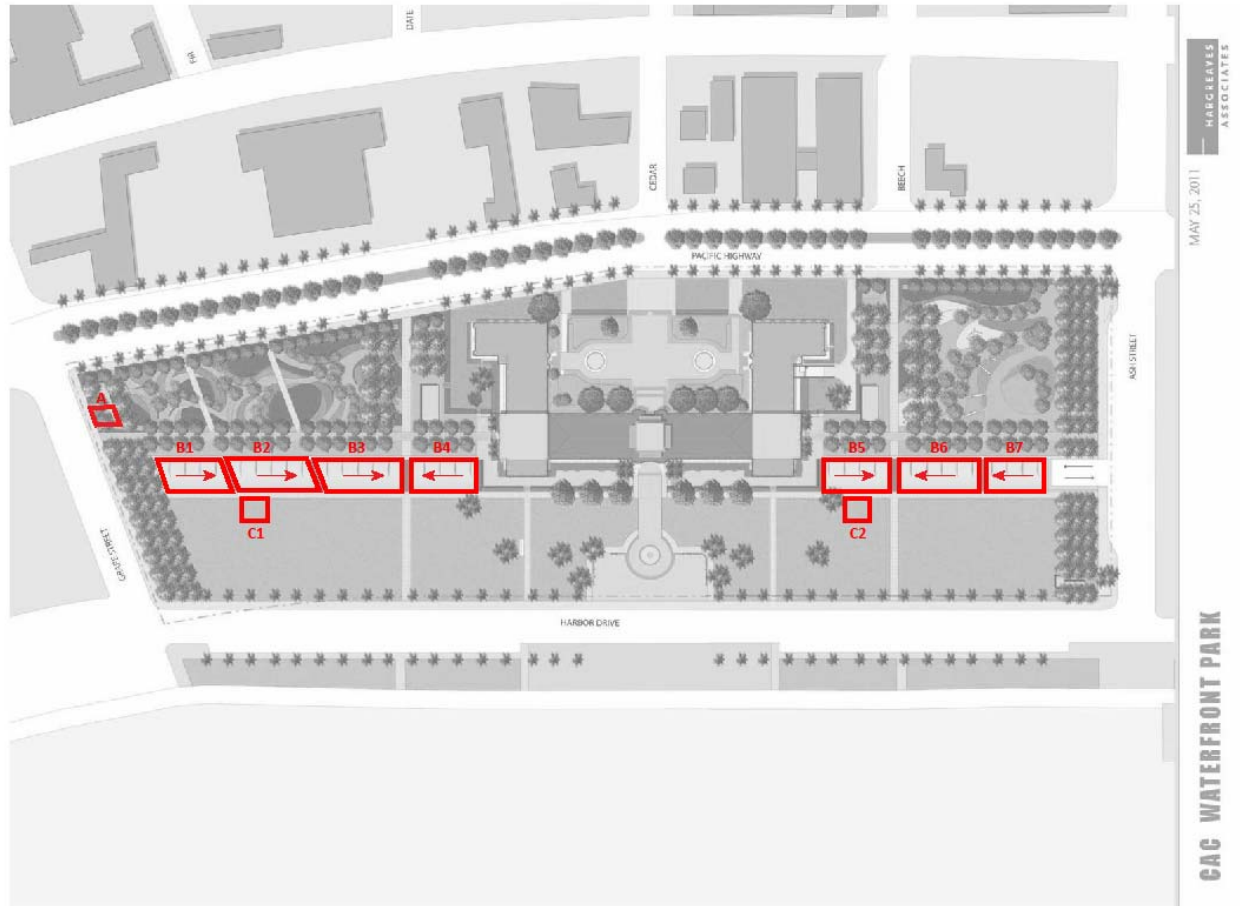
- e. Upon receipt of completed background checks, the DGS Office of Security Services staff shall review and validate that all required information is in order. Afterwards, the completed background check package shall be reviewed and approved by the County of San Diego Security Manager prior to issuance of a County badge.
- f. In all cases, non-qualifying determinations and subsequent denial of an ID/Access badge by the DGS Security Manager must be reviewed and approved by the DGS Chief of Facility Operations.

REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 1 – CONSULTANT’S RECOMMENDATION FOR SERVICE

Below is a list of tasks that need to be performed to maintain the Civic Fountain

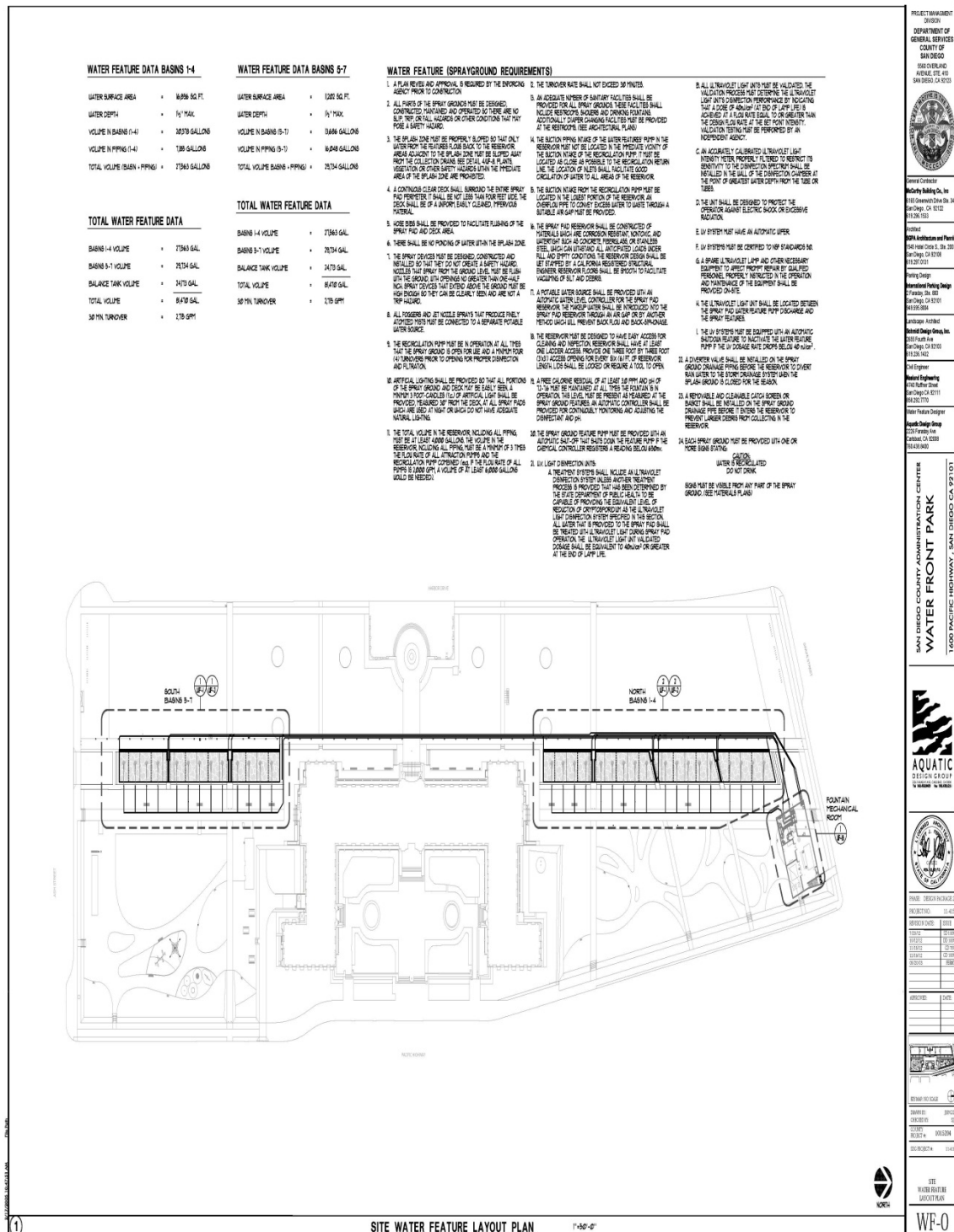
- Clean large debris from pools and grates/leaf blow/pickup (daily)
- Manual check chemical/treatment levels/UV operational/tank level/strainers/flow (daily)
- Clean debris screens in sumps (2x/week)
- Wash down pool basin (weekly)
- Wash down pool basin for mineral deposits (monthly)
- Clean pump strainers and wye strainers (2x/week)
- Clean UV sterilizer bulbs with wiper blades (weekly)
- Replace UV sterilizer bulbs (yearly)
- Test UV system (yearly)
- Check for equipment leaks and repair as needed (weekly)
- Add bromine sanitizer (weekly)
- Add pH control chemicals (weekly)
- Manual test water quality (daily)
- Review water treatment system testing & servicing (weekly)
- Sump pump system testing (monthly)
- Pool spray jet cleaning and adjustment (yearly)
- Motorized valve testing & servicing (yearly)
- Wind sensor testing & servicing (yearly)
- Filter system testing and servicing (monthly)
- Filter media replacement (1x/3 years)
- Pump testing & servicing (yearly)
- Water softener maintenance (yearly)
- Reservoir/ balance tank cleaning and general room cleaning (yearly)
- Test alarms for water treatment, UV (monthly)
- Reseal fountain basins (yearly)

REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 2 – CIVIC FOUNTAIN DIAGRAM

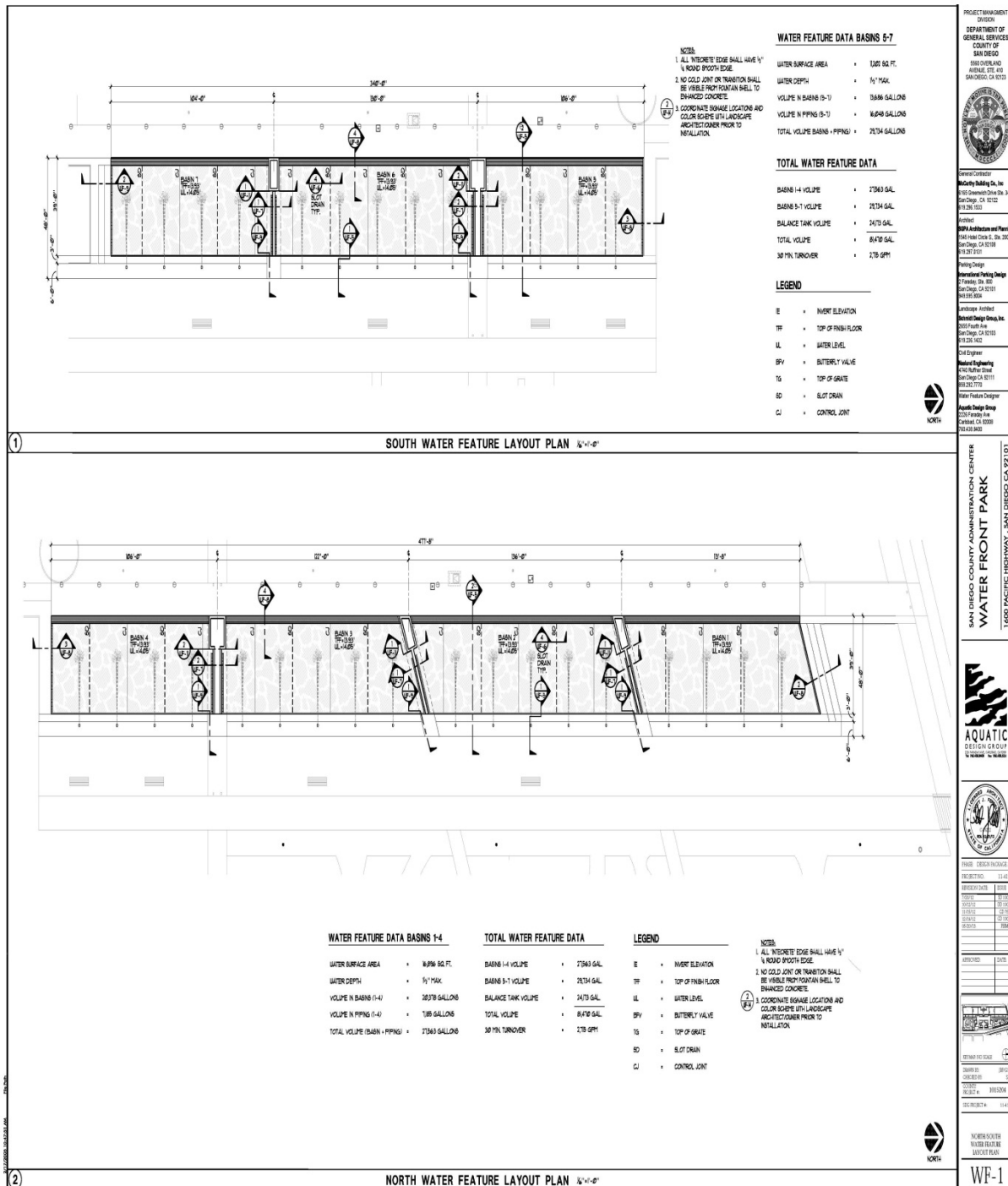


Key	Space
A	Equipment/ pump room and reservoir (below grade)
B1 - B7	Fountain basins
C1 - C2	Strainer basket vaults (below grade)

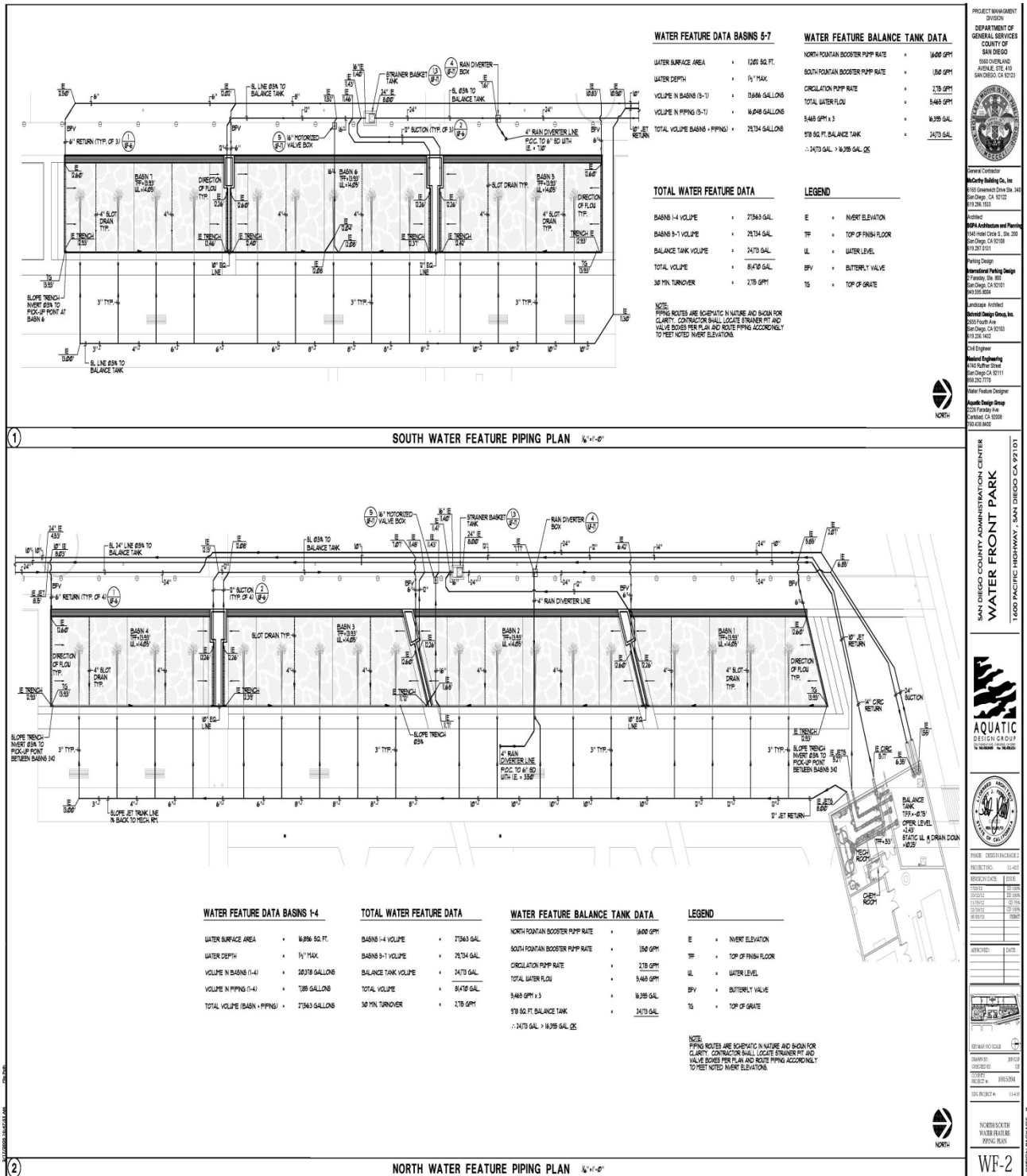
Section C, Exhibit A – Statement of Work
Attachment 3 – Water Feature Data
RFB 6248



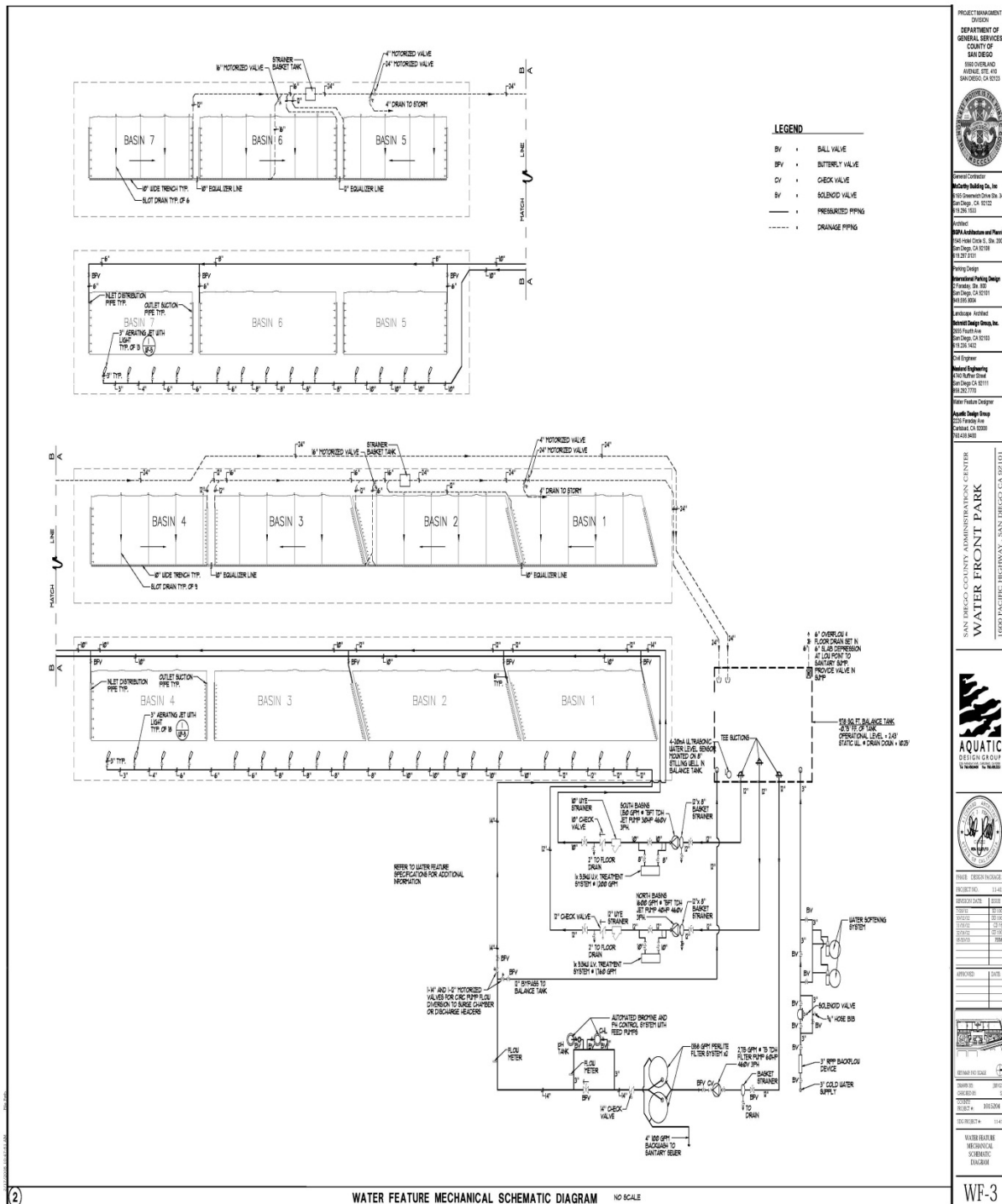
REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 4 – SOUTH WATER FEATURE LAYOUT PLAN

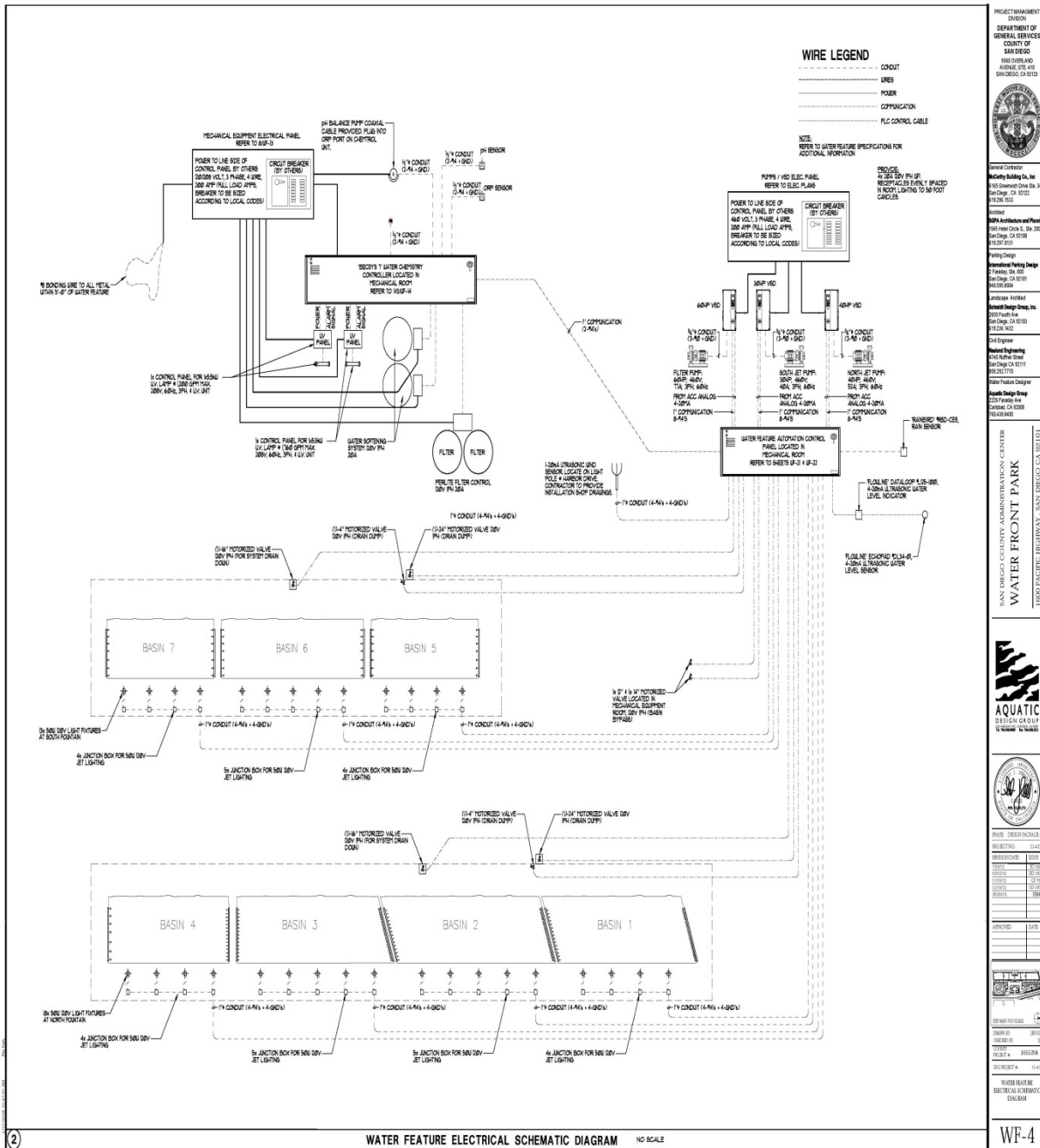


REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 5 – SOUTH WATER FEATURE PIPING PLAN

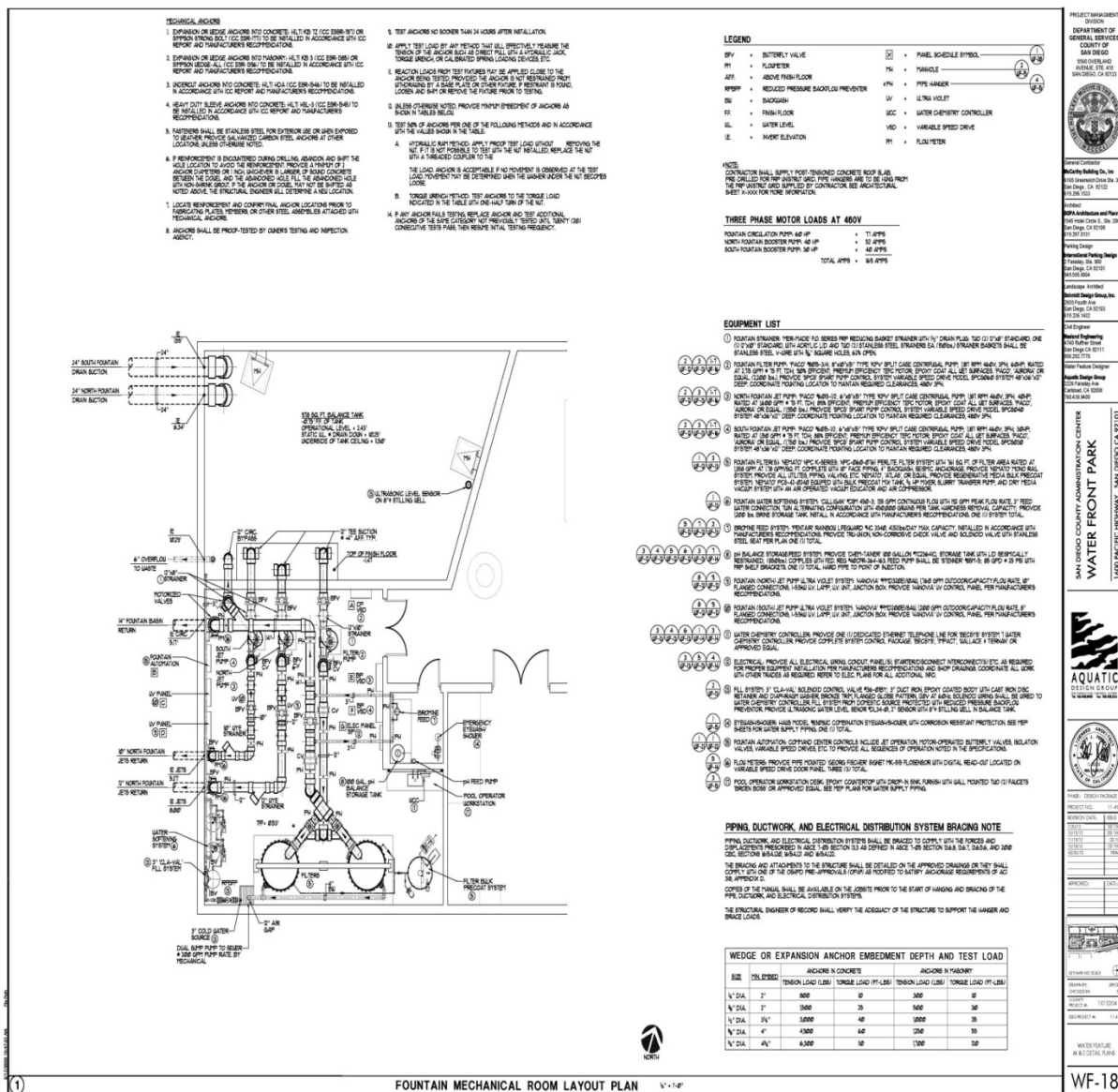


REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 6 – WATER FEATURE MECHANICAL SCHEMATIC DIAGRAM





Section C, Exhibit A – Statement of Work
Attachment 8 – Fountain Mechanical Room Layout Plan
RFB 6248



REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 9 – ADDITIONAL EQUIPMENT LISTING

ADDITIONAL EQUIPMENT LISTING

1. FOUNTAIN STRAINER ‘MER-MADE’ FO SERIES FRP REDUCING BASKET STRAINER WITH ½
“DRAIN
2 – 12”X8” STANDARD

1 – 12”X10” STANDARD W/ACRLIC LID

2 – STAINLESS STEEL STRAINERS (150LB)
2. FOUNTAIN FILTER PUMP: “PACO” 8015-3/4 8”X10”X15” TYPE “KPV” SPLIT CASE
CENTRIFUGAL PUMP 60HP. SMART PUMP CONTROL SYSTEM
3. NORTH FOUNTAIN JET PUMP : “PACO” “6015 -1/2: 6”X8”X15” TYPE “KPV” SPIT CASE
CENTRIFUGAL PUMP 40HP.
4. SOUTH FOUNTAIN JET PUMP : “PACO” “6015 -1/2: 6”X8”X15” TYPE “KPV” SPIT CASE
CENTRIFUGAL PUMP 40HP.
5. FOUNTAIN FILTERS “NEMATO” NPC K-SERIES, npc-060-0761 PERLITE FILTER SYSTEM WITH
MEDIA BUL PRECOAT SYSTEM EQUIPED WITH BULK PRECOAT MIX TANK ¾ HP MIXER,
SLURRY TRANSFER PUMP AND DRY MEDIA VACUUM SYSTEM WITH AN AIR OPERATED
VACUUM EDUCATOR AND AIR COMPRESSOR.
6. FOUNTAIN WATER SOFTENING SYSTEM ‘CULLIGAN ‘ CMS 450-3
7. BROMINE FEED SYSTEM ‘PENTAIR RAINBOW LIFEGUARD “HC3340”
8. pH BALANCE STORAGE/FEED SYSTEM, ‘CHEM-TAINER’ 100 GALLON “TC23641C” STORAGE
TANK WITH ‘STENNER “85M-5 FEED PUMP
9. FOUNTAIN (SOUTH) JET PUMP ULTRA VIOLET SYSTEM ‘HANOVIA’ “PMDD200EVBW”
1200GPM WITH CONTROL PANEL.
10. FOUNTAIN (NORTH) JET PUMP ULTRA VIOLET SYSTEM ‘HANOVIA’ “PMDD200EVBW”
1200GPM WITH CONTROL PANEL.
11. WATER CHEMISTRY CONTROLLER, ‘BECSYS’ SYSTEM 7 WATER CHEMISTRY
CONTROLLER.
12. FILL SYSTEM 3” ‘CLA-VAL’ SOLENOID CONTROL VALVE #136 – 01BY
13. FOUNTAIN AUTOMATION COMMAND CENTER CONTROLS
14. ALL PIPING

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FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 10 – TASK ORDER PROCESS

1. Department will provide a copy of the task order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Task Order Form.
2. Contractor will provide requestor a quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Technical Representative (COTR).
4. COTR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COTR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING TASK ORDERS

- A task order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcounty.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample task order form.
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcounty.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$50,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$50,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Task orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

**REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT A – STATEMENT OF WORK
ATTACHMENT 11 – SAMPLE TASK ORDER FORM**

**SERVICES TASK ORDER
COUNTY OF SAN DIEGO
DEPARTMENT OF XXX**

Address _____

CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
TASK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ____ Standard Priority ____ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

Total Cost of Task Order Services: \$ _____ **Check One:** ____ Firm Price ____ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

CONTRACTOR: By: _____ Date: _____ Printed Name & Title: _____	PROJECT MANAGEMENT Chief, Project Management Division (or other appropriate title) By: _____ Date: _____ Printed Name & Title: _____
FISCAL By: _____ Date: _____ Printed Name & Title: _____	COTR, Contracting Officer's Technical Representative By: _____ Date: _____ Printed Name & Title: _____

DISTRIBUTION: ☐ COTR (Original) ☐ Contractor ☐ Project Manager ☐ Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual task order that includes installation or labor and is determined to be Public Works cannot exceed \$50,000.
- Task orders cannot be combined with other contracts or task orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$50,000.
- Task orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20390-20397). Per PCC Section 20123.5, it is unlawful to split or separate into smaller work orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

REQUEST FOR PROPOSALS (RFP) 6248
FULL SERVICE WATER FEATURE MAINTENANCE
COUNTY ADMINISTRATION CENTER
DEPARTMENT OF GENERAL SERVICES
SECTION C, EXHIBIT B – INSURANCE REQUIREMENTS

ARTICLE 1

Without limiting Contractor's indemnification obligations under this Contract, Contractor shall provide at its sole expense and maintain during the term of this Contract, or as may be further required herein, the insurance specified in this Article. Contractor's insurance shall protect Contractor against claims which may arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations are performed by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001. Policy shall contain a Pollution Coverage Endorsement (MCS-90B) or Pollution Liability-Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms, Form # CA9948 0902.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability including Pollution Legal Liability Insurance: Coverage shall include contractual liability coverage.

2. Minimum Limits of Insurance

The insurance required shall be written for not less than limits of liability specified in this Contract or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as ('follow form' over) the underlying primary policies, to satisfy the insurance provisions.

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Contractors Liability, \$1,000,000 per occurrence for bodily injury and property damage. Products and Completed Operations with limit of not less than \$1,000,000 per occurrence to be maintained for three years following Acceptance of work by the County. The General Aggregate limit shall be \$2,000,000 and shall be a Project Specific Aggregate.
- B. Automobile Liability: \$1,000,000 for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Errors and Omissions Liability including Pollution Legal Liability Insurance: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Any self retained limit shall not be greater than \$50,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall

provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement [Does not apply to professional liability]

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Notice of Cancellation shall be provided in accordance with policy provisions.

D. Severability of Interest Clause

General Liability and Auto Liability policy will contain clause that coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

E. Loss Payee Clause

Builder's Risk policy shall name County as loss payee as its interests may appear. Loss, if any, shall be adjustable with and payable to the County as trustee for all entities having an insurable interest, except in such cases as may require payment of all or a proportion of such insurance to be made to a mortgagee as its interest may appear.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificate of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to deliver certificates of insurance and amendatory endorsements, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. No Recourse

The insurer shall have no recourse against County for payment of any premium or for assessments under any insurance policy maintained in connection with this Contract.

10. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

11. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in the Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Agreement.

12. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

13. Subcontractors' Insurance

Contractor shall require that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage. In addition to the foregoing, Contractor shall require that any and all subcontractors performing any excavation of the Project have Explosion, Collapse and Underground Damage Liability Insurance and coverage in the amount of One Million Dollars (\$1,000,000) per occurrence.

14. Waiver of Subrogation

The insurer shall waive all rights of recovery or subrogation against County, its agents, officers and employees which might arise by reason of any payment under the policies. Contractor hereby waives all rights to recovery against County, its agents, officers and employees, on account of loss or damage occasioned to Contractor or others under Contractor's control to the extent such loss or damage is insured against under any insurance policies which may be in force at the time of the loss or damage. Included in any policy or policies of insurance provided by Contractor shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies. This provision does not apply to Professional Liability coverage.

ARTICLE 2 SURETY BONDS

15. Contract Bonds

Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto, as security for payment of persons named in California Civil Code Section 3181 or amounts due under Unemployment Insurance Code with respect to Work or Labor performed by any such claimant. All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the contract bonds. Each bond shall be signed by both Contractor and the sureties.

- A. The Payment Bond shall be in an amount of one hundred percent (100%) of the annual Contract price and at the beginning of each Contract year (initial term and for each County renewal option), and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.

- B. The Performance Bond shall be in an amount of one percent (100%) of the annual Contract price and at the beginning of each Contract year (initial term and for each County renewal option), and shall insure the faithful performance by the Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.
- C. Qualification of Sureties. Should any surety or sureties be deemed unsatisfactory at any time by the County, notice will be given Contractor to that effect, and Contractor shall substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the contract until the sureties qualify and are accepted by the County.

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SECTION C, EXHIBIT C – PRICING SCHEDULE**

FINAL TO BE INSERTED AT TIME OF AWARD